BENGALURU METROPOLITAN TRANSPORT CORPORATION

INVITES

TENDERS

FOR

SELECTION OF LICENSEE FOR OPERATIONS & MAINTENANCE OF PASSENGER TOILET BLOCKS AT VIJAYANAGAR BUS STATION OF BMTC ON H1 BASIS (HIGHEST CHARGES). (NON-ECV)

CHIEF TRAFFIC MANAGER (COM),
BMTC, K H Road, Shanthinagar, Bengaluru – 560 027

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SECTION-I

NOTICE INVITING TENDER (NIT)

FOR

SELECTION OF A LICENSEE FOR OPERATION & MAINTENANCE OF PAY AND USE TOILET COMPLEXES AT VIJAYANAGAR BUS STATIONS IN BMTC

(Through Karnataka Public Procurement Portal only https://www.kppp.karnataka.gov.in)

Tender Reference No: [35/2025-26] Dated: [20.03.2026]

Date and time of and availability of Tender Document	From [20.03.2026] to [07.04.2026] upto 17:00 IST to be downloaded from the Karnataka Public Procurement Portal https://www.kppp.karnataka.gov.in
Last date for submission of online Tenders on Karnataka Public Procurement Portal	On [07.04.2026] upto [17:00] IST
Date and Time for opening of Technical & Financial Tender on the Karnataka Public Procurement Portal	09.03.2026 at [11:00] IST & financial shall be intimated later
Validity of Tender	90 days from the last date for submission of Tender
Selection basis	H1 (Highest monthly LF quoted)
Period for License	3 (Three) years.
Address for Communications	Chief Traffic Manager (Com), Bengaluru Metropolitan Transport Corporation, K H Road, Shanthinagar, Bengaluru - 560027.

SECTION-II

TERMS AND CONDITIONS FOR SELECTION OF AGENCY FOR OPERATION & MAINTENANCE OF PAY AND USE TOILET COMPLEXES AT VIJAYANAGAR BUS STATIONS IN BMTC

I. PRE-QUALIFICATION CRITERIA:

1) Eligible Tenderer

For determining the eligibility of Tenderer, the following conditions are required to be satisfied:

i. The Tenderer should not have been blacklisted or be under order of debarment during last 2 years as on the date of Notice Inviting Tender.

ii. Tenderer should not have been terminated during the last two years as on the date of submission of proposals for this tender due to non-fulfilment of contractual obligations as evidenced by imposition of penalty by any procurement entity or judicial authority or judicial pronouncement against the tenderer.

iii. The Tenderer shall either be a person or proprietorship Firm, or company, or partnership firm, or Limited Liability Partnership firm which is registered under the relevant statutory law.

iv. The Tenderer should have a Registered Office in Karnataka. The Tenderer must hold a valid registration of Trade license/Registration with labour department as supporting documents.

v. The Tenderer should have the following registrations:
   a. Registration with the Department of Labour.
   b. Registration under Employees' Provident Funds and Miscellaneous Provident Act, 1952.
   c. Registration under Employees State Insurance Act, 1948.
   d. Registration under the Goods and Service Tax (GST)
   e. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961.

2) Technical Capacity:

The Tenderer should establish their experience (the "**Technical Capacity**") as set out below:

The Tenderer should have successfully carried out Operation & maintenance of toilets or similar services at public places such as bus stations, railway stations, places of public gathering, municipality toilet complexes etc. during any 1 (One) year out of the last 5 (Five) completed Financial Years. (i.e., Financial Years 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25) is preceding the Last Date for submission of Tenders.

3) Financial Capacity:

The Tenderer should have the following financial capacity (the "**Financial Capacity**").

The Tenderer should have Average Annual Turnover of Refer Schedule B out of the last 5 (Five) completed financial years preceding the last date for submission of tenders (i.e. Financial Years 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25).

The Tenderer should submit details of the Annual Turnover and a certificate for average annual turnover from a Statutory Auditor / Chartered Accountant along with audited annual accounts for the respective financial years

II. EVALUATION & OTHER CRITERIA:

1) **Evaluation Criteria:** Based on the Highest Bid (H1) received per month subject to fulfilment of Pre-qualification criteria.

2) **Period of Contract:** 3 (Three) years from the effective date.

3) The License fee is inclusive of GST. Currently, GST is not applicable for operation & maintenance of Passenger Toilet complexes. However, if any GST & other taxes are imposed by authorities in the future, they shall be borne by the Licensee.

4) **Payment**: The License Fee should be paid on successful completion of the month i.e., on or before of 5th of next month. In case of delay or part payment of license fee, licensee is liable to pay simple interest at 2% per month & delay in the payment of goods & service tax licensee is liable to pay applicable interest. Nonpayment of license fee by the Licensee for a consecutive three months or nonpayment of arrears amount equivalent to three months license fee the licensor reserves the right to terminate the contract and forfeit the security deposit.

5) **Escalation:** There shall be annual escalation of 10(Ten) % from second year of the date of commencement of the License period.

6) The Licensee has to replenish the Security Deposit whenever there is an escalation of the License Fee during the Agreement Period.

7) The bid price shall be in rupees per month.

8) **Earnest Money Deposit: -**

   a. The EMD of as mentioned in Schedule B to be paid through e-procurement mode.
   b. The EMD do not carry any interest.

9) **Security Deposit:** The Licensee has to furnish security deposit for an amount of 6 times of monthly License Fee or Rs.30,000/- whichever is higher, the deposit shall be in the form of DD drawn in favour of **CAO FA BMTC.** The Security deposit is liable to be forfeited either in full or in part if the licensee fails to carry out the work as per the terms and conditions of the assignment letter / agreement or in case of non settlement of claims. The Security deposit does not carry interest. The Security deposit will be refunded only after the successful completion of contract period or termination of contract duly recovering the dues to the corporation, if any.

10) The EMD of the successful licensee will be adjusted towards security deposit. The selected licensee shall remit balance security deposit & enter into agreement within 21 days (including holidays) from the date of issue of allotment letter, failing which, Earnest Money Deposit will be forfeited and allotment will be cancelled by duly black listing the licensee and the licensee will not be permitted to participate in any of the tenders of BMTC for a period of two (2) years from the date of such black listing.

11) The Licensor reserves the right to accept, reject or cancel any or all the Tenders or to abandon the Tender process without assigning any reasons thereof & shall not incur any liability to the Tenderers.

12) **Risk Purchase Clause:** If the services are not provided as per the delivery schedule/as per the scope of work/specifications/terms and conditions of the assignment letter/ agreement BMTC will obtain services from alternate sources. Extra expenditure incurred thereof along with the penalty for non–fulfilment of contractual obligations shall be payable by the licensee failing which same will be recovered from security deposit.

13) **Insurance**

The Licensee shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, such insurance as are necessary including but not limited to the risk and coverages as provided. BMTC shall not be responsible for any of the staff insurance.

a) **Evidence of Insurance**

The Licensee shall, from time to time, shall maintain mandatory insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance).

The Licensee shall from time to time promptly pay insurance premium, keep the insurance policies in force and valid throughout the License Period.

14) **Indemnity**

The Licensee has to indemnify the licensor, against any kind of claims, damages or compensation by personnel under the provisions of all labour laws & all applicable laws in force from time to time. The Licensor will not own any responsibility in this regard. The Licensee will be liable for any such consequences resulting from violation of applicable laws.

SECTION-III

I. SCOPE OF WORK:

1) The details of the works to be undertaken are as per schedule-Aand as below. The Licensee required to deploy/engage sufficient workers and supervisory staff to carry out the Toilet maintenance services.
2) Removal of all stains from the toilet floors, urinal walls, and other porcelain fittings in all the toilets and bathrooms.
3) Cleaning & perfuming all toilets, wash basins, urinals at regular intervals (continuously) with detergents. This includes keeping air fresheners, naphthalene balls, etc. in urinals and toilets.
4) Licensee shall ensure that the toilets are cleaned and maintained in good condition to meet excellent standards on par with metro stations and airports.
5) The Toilet facilities should function 7 days a week.
6) The Licensee shall not erect or display any advertisement or signboards in the Toilet complexes and its premises.
7) Licensee shall operate all equipment, fittings, and fixtures (electrical /mechanical/plumbing etc.) on regular basis and ensure the smooth functioning of the area such as operation of pumps for filling water to tanks as per the requirement.
8) The Licensee/ Agency shall repair & clean pay & use toilet complex & at his own cost maintain / ensure
    a. Replace the bulbs / tubes.
    b. Replacing of leakage taps.
    c. Repair/Replacing all damages doors of Toilets.
    d. Maintain doors in good condition.
    e. Water supply at all times.
    f. Repair/ replace the closets/ pans.
    g. Provide mugs and buckets.
    h. Undertake pest control measures.
    i. Transport collected garbage from the premises.
    j. Put Signage’s on toilets.
    k. Cleaning of all Toilet Complexes with standard quality cleaner/acid continuously and kept hygienic without giving any scope for complaints.

II. Work Detail:

i. Cleaning pay & use of toilets which includes toilet flooring, wash basins, commodes, urinals, mirrors, and fixtures, Water Closets (WC) etc., with good quality disinfectants **once in every two hours a day.**
ii. Regular removal of garbage.
iii. Cleaning of structural glazing area, granite cladding, and removal of cobwebs in public toilets complexes monthly two times.
iv. Clearing and cleaning of dust bins atleast twice a day and washing of dust bins, if necessary. For this purpose, maintain wet, dry and sanitary waste collection bins separately as required under municipal regulations at toilets.
v. Cleaning, dusting, vacuuming and disinfecting of floors, walls and ceilings.
vi. Thorough washing of all toilets with chemicals, acids, detergents etc. once in a week.
vii. Dusting and cleaning of electrical fixtures like tube light fittings, ceiling and exhaust fans.
viii. The toilets and urinals shall be cleaned with standard quality acid continuously and kept hygienically without giving any scope for complaints.

ix. The staff has to wear uniform with name badge.

SECTION-IV

General Terms & Conditions:

1. **Electricity& Water charges for Maintenance of Public Toilet Complex:**

- Water and electricity will be provided by BMTC for Public Toilets on availability and on chargeable basis. The Licensee shall pay all charges towards consumption of electricity and water for operating the Toilet Complexes as may be billed and notified by Licensor or concerned Authority. Such charges shall be paid promptly within the due dates.

- Whenever the water is supplied from BMTC from its own source for toilet maintenance the Licensee shall pay 5% of the License fee towards the Water charges. In case the water is supplied from BWSSB the licensee shall pay the charges of water consumed proportionate to the units consumed (as per meter/sub-meter readings) as per the bill raised by BWSSB. If the organization is unable to supply water in full as per the requirement due to shortage of water resources, and the licensee makes the necessary partial water arrangement at their own expense, the Bus station authorities shall confirm this. Water charges of 4% on the license fee will be charged for partial water supply.

- If electricity and water is supplied from BMTC, the civil Dept shall raise the bills in the completion of the month within 15th of next month and the jurisdictional depot manager/Bus-stand in charges shall ensure delivery of bills within 15th and the payments of bills within the end of the same month. In case of delayed payment interest @ 2% per month will be charged.

- When Licensee makes his own arrangement for water for public toilets, in such cases Licensee is exempted from paying water bill during that period.

- The Licensee shall obtain prior permission from the BMTC to dig the Borewell at his own cost. If the Licensee uses water from the same, he shall not pay any water charges to BMTC till completion of the contract including extended period. Whenever BMTC requires borewell water, the licensee should provide at free of cost.

2. The Licensee shall bear the cost of disposal of waste generated in public toilet area.

3. The selected Licensee shall be entitled to collect **Rs.5/- per head from users of the toilet, while Urinal facility shall be provided free. The sign boards in this regard shall be clearly displayed both in Kannada & English.**

4. The Licensee shall not engage child labour.

5. The worker engaged for Toilet Management services should be present at the Premises. In case the worker and the supervisory staff is not found at the complex/work spot at the time of inspection by the officers of the corporation, Corporation reserves the right to recover the proportionate value of the contractual amount besides initiating action.

6. During the course of inspection by the officers of the Corporation, if the work is found to be unsatisfactory, the corporation reserves the right to impose penalty for the unsatisfactory work rendered by the workers/labourers and the same will be deducted from the bill.

7. **The payment of statutory contributions:** Every month the selected Agency shall pay all statutory contributions like PF, ESI, PT in the name of persons deployed. Every month the Licensee shall pay other statutory contributions and Taxes if any without fail. A copy of the documentary proof having paid all the above contributions, Taxes shall be furnished. In addition TDS as applicable shall be deducted. BMTC shall not be responsible for payment of wages and also not be responsible for non-payment of any statutory recoveries like PF, ESI etc., in respect of the workers engaged by the Licensee.

8. The Licensee has to ensure that the workers are undergone health check-up twice a year.

9. The wages paid to the employees engaged shall be strictly confirmed to the provisions of the Minimum Wages Act pertaining to Safai Karmacharis who work underground drainage, floor, bath room & toilet and other workers engaged in similar kinds of work which is existed as and when. The monthly payments shall be made directly through their individual Bank accounts only. The Successful Licensee is required to provide the bank account statement of wages paid to the labourers every month.

10. The Licensee shall provide Identity Cards to his Individual Workers and also safety equipment/gadgets as per norms.

11. The Licensee shall make use of his own equipment and materials for cleaning the toilet complex.

12. The Licensee shall maintain the required registers, books and accounts etc., under various statutory enactment and laws applicable.

13. The Licensee shall clean the toilet premises and get certified by stand in-charge/ Assistant Traffic Manager in the prescribed register.

14. Employee attendance register maintained by the agency should be certified by the stand in-charge/ Assistant Traffic Manager on daily basis.

15. The Licensee should agree to undertake that he shall not claim to be a Lessee under this agreement at any point of time and subsequently involve the Corporation in litigation.

16. The Licensee have to execute an agreement on requisite valued stamp paper as per Karnataka Stamp Act regarding the performance of the contract after duly depositing the prescribed interest free Security Deposit.

17. The Corporation shall increase or decrease the toilet complexes corresponding to LF quoted with prior notice to the agency.

18. The labour engaged for the services shall be able to address the commuters in Kannada language.

19. If the performance of the Licensee is found to be unsatisfactory, the contract would be terminated even within the stipulated period of contract without assigning any reasons and notice besides forfeiting the Security Deposit.

20. If the Licensee decided to terminate the contract prematurely before the end of **01 (one) year**, BMTC shall forfeit the entire Security Deposit.

21. The licensee may get the License terminated prematurely by issuing 3 month’s advance notice to BMTC after completion of one year license or by paying 3 month’s license fee equivalent to 3 months notice period for termination.

22. The Licensor shall have the right to terminate the license giving **two months** notice without assigning any reason thereof. The Security Deposit will be refunded in such case only.

23. The Licensee shall hand-over the possession of the premises voluntarily and he shall not obstruct the Licensor from taking possession by approaching the Civil Court or against floating fresh tender.

24. **Dispute Settlement:**
    a) In case of any dispute arising between the Licensor and Licensee in respect of the interpretations or performance of any terms and conditions of the agreement the same shall be referred to the Managing Director of BMTC to settle the dispute amicably and whose decision shall be final and conclusive.
    b) Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru City Commercial Courts.

25. **Subletting is strictly prohibited:** The license granted is not transferable to any third party. However, he shall deploy employees which are necessary for keeping toilet complex clean. In the event of the death of the licensee or the licensee becoming insolvent prior to the expiry of the period of the license, the license granted shall come to an end.

26. The successful Licensee shall comply with all the provisions of prevailing Contract Labour (Regulation and Abolition) Act, Workmen's Compensation Act. Provision of Hours of Employment Regulation Act, Payment of Wages Act, Factories Act, Employees PF Act, Bonus Act, Payment of Gratuity Act, Equal remuneration Act, ESI Act, Industrial Disputes Act, Employment of Children Act, MV Act and Regulation of Employment and Welfare Act or any other Act applicable. In case of consumer Forum case the liability will rest with the Licensee..

27. If the Licensee fails to fulfil contractual obligations or due to Event of default the license shall be terminated by forfeiting the security deposit.

SECTION-V

SCHEDULES

Schedule-A: Definition of services and details of Jobs:

The services herein mean and include the following:

1. Employment of Labourers i.e., workers and supervisors for Operation & maintenance of toilet complex facility providing to the TTMC Bus stations.

2. The Licensee shall provide female cleaning staff in all the ladies toilets.

3. Working hours for labourers:
1st shift 06:00 hours to 14:00 hours
2nd Shift 14:00 hours to 22:00 hours
3rd Shift 22:00 hours to 6:00 hours (based on requirement)

4. No-smoking zone:
With a view to avoid chances of urinals and drainage system getting clogged with cigarette butts, the Licensee would ensure that toilet complexes are operated as a no-smoking zone. Proper signages should be displayed to prohibit smoking in the complexes.

5. Penal Clause:

Sl No	Particulars	Penalty
1	The licensee shall be responsible for the maintenance of the toilet complex premises and for all omissions of all personnel assigned under the contract.	**a.** The licensee shall be liable to compensate for any loss arising out of theft/damage to materials, equipment, flooring and furniture etc. due to negligence, carelessness or any fault of their staff. **b.** The concerned bus station in-charge shall report the loss or damage/obtain the opinion of the Divisional Controller. On the basis of that, the estimated damage amount given shall be adjusted in the security deposit. If the estimated damage is more than the value of the security deposit, such additional amount shall be paid to the

		Licensor by the licensee. Otherwise, the licensor shall take further action by obtaining the approval of the Competent Authority regarding termination of the license agreement.
2.	Failure to maintain statutory records of staff assigned under the license agreement, underpayment/non-payment of wages	**a.** Notice will be issued for the first case. **b.** If the violation continues for a period of two months from the date of issue of the first notice, the Licensor shall have the right to terminate the license agreement and forfeit the security deposit.
3.	Additional charges levied by toilet users/complaints from passengers.	**a.** Fine of Rs.200/- will be imposed for each complaint confirmed by passengers/users/bus station officials. **b.** If the number of complaints increases, the Licensor reserves the right to terminate the license agreement and forfeit the security deposit.
4.	If other complaints are received, except for excessive charges.	**a**. Fine of Rs.200/- will be imposed for each complaint confirmed by passengers/users/bus station officials. **b.** If the number of complaints increases, the Licensor reserves the right to terminate the license agreement and forfeit the security deposit.
5.	Delay in payment of minimum wage, ESI, EPF, uniform and other statutory fees and remuneration to the deployed staff.	**a.** For first instance, the contractor will be fined Rs. 100/- per day of delay until the said amount is paid to the staff. **b.** If the violation is repeated for more than 3 months in a year, the Licensor reserves the right to cancel the contract and forfeit the security deposit.
6.	If less staffs are assigned than allocated.	**a.** To impose a fine of Rs.200/- per day on each staff for not assigned to duty. In addition to the fine, an amount equal to the daily remuneration payable to the staff for the number of days not assigned will be deducted from the amount payable to the contractor. **b.** If the staff shortage or absence continues for more than 07 days in a month, an additional penalty of Rs. 500/- per day will be imposed for each staff for not provided as allotted. c. If the absence or shortage of staff continues for more than 15 days in a month, the Licensor reserves the right to cancel the contract and forfeit the security deposit amount.
7.	Non-performance/non-use of machines.	**a.** A fine of Rs.200/- per machine for the first day. **b.** A fine of Rs.500/- per machine per day for the next two days.

		c. A fine of Rs.1,000/- per machine per day for the next seven days. If the problem continues for more than 10 days, the company reserves the right to terminate the contract and forfeit the security deposit.
8.	Complaint from passenger	**a.** A fine of Rs.200/- will be imposed per case based on the passenger complaint. **b.** If the numbers of complaints are high, the Licensor has the right to terminate the license agreement and forfeit the security deposit.

SCHEDULE-B

The details of the Bus Station requiring the House Keeping services are all below: H1

Sl. No	Name of Bus Station	Establishment	Estimated LF	EMD in Rs.	Turnover in Rs.
1.	VIJAYANAGAR	TOILET COMPLEX	-	1,00,000	1,00,000

Note: Above shown bus station Estimated License fee is not mentioned and the contract value will be determined solely based on the bids received and evaluated.

Sd/-
Chief Traffic Manager (Com)
Tender Inviting Authority

SCHEDULE-C

Deed of Agreement for Operation & Maintenance Services of Toilet Complex at _____ TTMC Bus Station.

This Agreement made on this day of **MM-YYYY** between the BMTC represented by **The Chief Traffic manager**, **BMTC Central Offices, Shanthinagar, Bengaluru-560027** hereinafter called the **"LICENSOR"** of the ONE PART (which term shall mean and include his successors, heirs and administrators in interest) and **Sri _____, (Residing)_____** hereinafter called the **"Licensee"** of the SECOND PART (which term shall mean and include his/her successors, heirs and administrators in interest).

WHEREAS the Licensor desirous of having its premises, fixtures and fittings therein particularly cleaned and serviced as per the terms & conditions. Accordingly, the Licensor has floated Tender Notification No..... dated..... (through e- procurement portal).

WHEREAS, the part of the second part has participated in the tender and selected as Highest One (H-1) for Operation & Maintenance of Pay & use Toilet complex Services at _____ **Bus Station.**

NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS:-

1) This contract will be in force for period of 03 (Three) year from the **_____ (Effective date) to _____**.

2) In consideration of the Licensee performing the said service to satisfaction of the Licensor, the Licensee shall pay Monthly license fee to licensor a sum of Rs. _____/-(Rupees. _____ only) including GST.

3) That in consideration of the payment of Rs._____/- **(Rupees _____ only)** as interest free security deposit of 6 times of monthly License Fee or Rs.30,000/- whichever is higher. The Licensee deposited an Earnest Money Deposit amount of **Rs. _____/-** (Rupees. _____ only) during the tender through NEFT accounted under BMTC receipt No: **_____ Dated: DD.MM.YYYY** shall be treated as the part of Security Deposit. The balance Security Deposit of Rs. **_____/- (Rupees _____ only)** is paid through **RTGS/DD/NEFT Dated: DD.MM.YYYY** accounted under BMTC receipt **_____ Dated: DD.MM.YYYY** The Security Deposit will not carry any interest. The Security deposit will be refunded after successful completion of the agreement after adjusting the dues payable if any to BMTC.

4) **License Type:** H1 i.e., the licensee has to pay the license fee to BMTC (Licensor).

5) **Period of Contract:** 3 (three) year from effective date.

6) **Payment:** The License Fee should be paid on successful completion of the month i.e., on or before of 5th of next month. In case of delay or part payment of license fee, licensee is liable to pay simple interest at 2% per month & delay in the payment of goods & service tax licensee is liable to pay 18% GST per annum if applicable. Nonpayment of license fee by the Licensee for a consecutive three months or nonpayment of arrears amount equivalent to three months license fee the licensor reserves the right to terminate the contract and forfeit the security deposit.

7) **Escalation:** There shall be annual escalation of 10(Ten) % from second year of the date of commencement of the License period.

8) The Licensee has to replenish the Security Deposit whenever there is an escalation of the License Fee during the Agreement Period.

9) The Licensee shall carry operation & maintenance of pay & use toilet complex works, the licensee shall bear the cost of inputs and materials for cleaning the toilet complex of the Bus Station and the Licensee shall repair & clean pay & use toilet complex at his own cost and maintain / ensure as per **Section-III** of the tender terms & conditions.

10) The Licensee has to deploy/engage sufficient workers and supervisory staff to carry out the Toilet Management services.

11) **Electricity& Water charges for Maintenance of Public Toilet Complex**:

- Water and electricity will be provided by BMTC for Public Toilets on availability and on chargeable basis. The Licensee shall pay all charges towards consumption of electricity and water for operating the Toilet Complex as may be billed and notified by Licensor or concerned Authority. Such charges shall be paid promptly within the due dates by the Licensee.

- Whenever the water is supplied from BMTC from its own source the Licensee shall pay 5% of the License fee towards the Water charges. In case the water is supplied from BWSSB the licensee shall pay the charges of water consumed proportionate to the units consumed (as per meter/sub-meter readings) as per the bill raised by BWSSB. If the organization is unable to supply water in full as per the requirement due to shortage of water resources, and the licensee makes the necessary partial water arrangement at their own expense, the Bus station authorities shall confirm and inform about this. A water fee of 4% on the license fee will be charged for partial water supply.

- If electricity and water is supplied from BMTC, the jurisdictional Depot Manager/Bus-stand in charges shall ensure deliver of the bills on completed month within 15th of next month and to ensure the payments of bills within the end of the same month. In case of delayed payment interest @ 2% per month will be charged.
  Example: The water bill for the month of April 2025 should be raised from Depot Manager/Bus Stand in-charge within 15.05.2025 & the same should be remitted within 31.05.2025.

- When Licensee makes his own arrangement for water for public toilets, in such cases Licensee is exempted from paying water bill during the contract period.

- If the licensee uses water from bore well digged at his own cost then he shall not pay any water charges to BMTC till completion of the contract including extended period. If BMTC requires borewell water for its work, licensee has to provide the same with free of cost.

12) The Licensee shall bear the cost of disposal of waste generated in cleaning public toilet maintenance area.

13) The Licensee shall be entitled to collect **Rs.5/-** per head from users of the toilet and Urinal facility shall be provided on free of cost. The Sign Boards in this regard shall be clearly displayed both in Kannada & English.

14) The Licensee shall not engage child labour.

15) The worker engaged for Toilet Management services should be present at the Premises. In case the worker and the supervisory staff is not found in the complex/work spot at the time of

inspection by the officers of the corporation, Corporation reserves the right to recover the proportionate value of the contractual amount besides initiating action.

16) During the course of inspection by the officers of the Corporation, if the work is found to be unsatisfactory, the corporation reserves the right to impose penalty for the unsatisfactory work rendered by the workers/labourers and the same will be deducted from the bill.

17) **The payment of statutory contributions**: Every month the licensee shall pay all statutory contributions like PF, ESI, Professional Tax (PT) in the name of persons deployed. The licensee shall pay statutory contributions and Taxes if any without fail, copy of the documentary proof having paid all the above contributions, Taxes shall be furnished to the Licensor In addition TDS as applicable shall be deducted. BMTC shall not be responsible for payment of wages and also not be responsible for non-payment of any statutory recoveries like PF, ESI etc., in respect of the workers engaged by the Licensee.

18) The Licensee has to ensure that the workers are undergone health check-up twice a year.

19) The wages paid to the employees engaged by the licensee shall be strictly in confirmation of the provisions of the Minimum Wages Act pertaining to Safai Karmacharis who work underground drainage, floor, bath room & toilet and other workers engaged in similar kinds of work which is existed as and when. The monthly payments shall be made directly through their individual Bank accounts only. The Licensee is required to provide the bank account statement of wages paid to the labourers every month.

20) The Licensee shall provide Identity Cards to his Individual Workers and also safety equipment/gadgets as per norms.

21) The Licensee shall make use of his own equipment and materials for cleaning the toilet complex.

22) The Licensee shall maintain the required registers, books and accounts etc., under various statutory enactment and laws applicable.

23) The Licensee shall clean the whole premises and get certified by Stand In-charge/ Assistant Traffic Manager in the prescribed register.

24) The Licensee shall maintain employee attendance register & should be certified by the stand in-charge/ Assistant Traffic Manager on daily basis.

25) The Licensee agrees to undertake that he shall not claim to be a Lessee under this agreement at any point of time and subsequently involve the Corporation litigation.

26) The Corporation shall increase or decrease the toilet complexes corresponding to License Fee (LF) quoted with prior notice to the agency.

27) The labours engaged for the services shall be able to address the commuters in Kannada language.

28) If the performance of the Licensee is found to be unsatisfactory, the contract would be terminated within the stipulated period of contract without assigning any reasons and notice besides forfeiting the Security Deposit.

29) In the event if Licensee decides to terminate the contract prematurely before the end of 01 (one) year, BMTC shall forfeit the entire Security Deposit.

30) After completion of one year, the licensee may get the License terminated prematurely by issuing 3 month’s advance notice to BMTC after completion of one year license or by paying 3 month’s license fee equivalent to 3 months notice period for termination.

31) The Licensor shall have the right to terminate the license giving **two months** notice without assigning any reason thereof. The Security Deposit will be refunded in such case only.

32) The Licensee agrees that after the expiry of the period of contract, he shall hand-over the possession of the premises voluntarily and he shall not obstruct the Licensor from taking possession by approaching the Civil Court or against floating fresh tender.

33) **Dispute Settlement:**
   a) In case of any dispute arising between the Licensor and Licensee in respect of the interpretations or performance of any terms and conditions of the agreement the same shall be referred to the Managing Director of BMTC to settle the dispute amicably and whose decision shall be final and conclusive.
   b) Any litigation arising out of the said contract would be the exclusive jurisdiction of Bengaluru City Commercial Courts.

34) **Subletting is strictly prohibited:** The license granted is not transferable to any of the third party. However, he shall deploy employees which are necessary for keeping toilet complex clean. In the event of the death of the licensee or the licensee becoming insolvent prior to the expiry of the period of the license, the license granted shall become to an end.

35) The Licensee shall comply with all the provisions of prevailing Contract Labour (Regulation and Abolition) Act, Workmen's Compensation Act. Provision of Hours of Employment Regulation Act, Payment of Wages Act, Factories Act, Employees PF Act, Bonus Act, Payment of Gratuity Act, Equal remuneration Act, ESI Act, Industrial Disputes Act, Employment of Children Act, MV Act and Regulation of Employment and Welfare Act or any other Acts applicable. In case of consumer Forum case the liability will be rest with the Licensee.

36) The licensee shall strictly comply with the Fire Fighting Department regulations and norms. The Licensee should prepare "Do's and Don'ts" for adhering the rules and regulations of Fire Fighting Department, CEIG, BESCOM, Pollution Control Board and to be displayed in appropriate locations at no extra cost.

37) In the event if the Licensee fails to fulfill contractual obligations or due to Event of default the license shall be terminated by forfeiting the security deposit besides blacklisting licensee for two years by giving notice.

38) **Risk Purchase Clause:** If the services are not provided as per the delivery schedule/as per the scope of work/specifications/terms and conditions of the assignment letter/ agreement given to the Licensee. BMTC will obtain services from alternate sources. Extra expenditure incurred thereof along with the due to non–fulfillment of contractual obligations shall be payable by the licensee failing which same will be recovered from security deposit by the BMTC.

39) **Insurance:**

The Licensee shall at his cost and expense, purchase and maintain by due re-instatement or otherwise, such insurance as are necessary including but not limited to the risk and coverages as provided. BMTC shall not be responsible for any of the staff insurance.

a) **Evidence of Insurance**

The Licensee shall, from time to time, shall maintain mandatory insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance). The Licensee shall from time to time promptly pay insurance premium, keep the insurance policies in force and valid throughout the License Period.

40) **Indemnity:**

The Licensee has to indemnify the licensor, against any kind of claims, damages or compensation by personnel under the provisions of all labour laws & all applicable laws in force from time to time. The Licensor will not own any responsibility in this regard. The Licensee will be liable for any such consequences resulting from violation of applicable laws.

41) Employment of Labourers i.e., workers for Operation & Toilet Management Facility providing to the TTMC/Bus stations.

42) The Licensee shall provide female cleaning staff in all the ladies toilets.

43) Working hours for labourers:
1st shift 06:00 hours to 14:00 hours
2nd Shift 14:00 hours to 22:00 hours
3rd Shift 22:00 hours to 6:00 hours (based on requirement)

44) **No-smoking zone:**
With a view to avoid chances of urinals and drainage system getting clogged with cigarette butts, the Licensee would ensure that toilet complexes are operated as a no-smoking zone. Proper signages should be displayed to prohibit smoking in the complexes.

45) **Scope of Work, Work Details as mentioned in Annexure A & Penal Clause: As mentioned Annexure B.**

46) The work should be in conformity with the terms prescribed in the agreement. If the work is not carried out as per the agreement, then BMTC reserves the right to Black List such firms/Licensee.

47) All other terms & conditions notified with the notification published are valid and applicable.

IN WITNESS WHEREOF, the parties to the Agreement have signed this Deed on the day month and year day first above mentioned. A Xerox copy of the agreement signed by both the parties has been delivered to the Licensee.

Licensor **Licensee**

Chief Traffic Manager (Com) **( )**

Witness: Witness:

1) 1)
2)

ANNEXURE-A

SCOPE OF WORK:

I. SCOPE OF WORK:

1) The details of the works to be undertaken are as per schedule-A and as below. The Licensee required to deploy/engage sufficient workers and supervisory staff to carry out the Toilet maintenance services.
2) Removal of all stains from the toilet floors, urinal walls, and other porcelain fittings in all the toilets and bathrooms.
3) Cleaning & perfuming all toilets, wash basins, urinals at regular intervals (continuously) with detergents. This includes keeping air fresheners, naphthalene balls, etc. in urinals and toilets.

4) Licensee shall ensure that the toilets are cleaned and maintained in good condition to meet excellent standards on par with metro stations and airports.
5) The Toilet facilities should function 7 days a week.
6) The Licensee shall not erect or display any advertisement or signboards in the Toilet complexes and its premises.
7) Licensee shall operate all equipment, fittings, and fixtures (electrical /mechanical/plumbing etc.) on regular basis and ensure the smooth functioning of the area such as operation of pumps for filling water to tanks as per the requirement.
8) The Licensee/ Agency shall repair & clean pay & use toilet complex & at his own cost maintain / ensure
    a. Replace the bulbs / tubes.
    b. Replacing of leakage taps.
    c. Repair/Replacing all damages doors of Toilets.
    d. Maintain doors in good condition.
    e. Water supply at all times.
    f. Repair/ replace the closets/ pans.
    g. Provide mugs and buckets.
    h. Undertake pest control measures.
    i. Transport collected garbage from the premises.
    j. Put Signage's on toilets.
    k. Cleaning of all Toilet Complexes with standard quality cleaner/acid continuously and kept hygienic without giving any scope for complaints.

II. Work Detail:

i. Cleaning pay & use of toilets which includes toilet flooring, wash basins, commodes, urinals, mirrors, and fixtures, Water Closets (WC) etc., with good quality disinfectants **once in every two hours a day.**
ii. Regular removal of garbage.
iii. Cleaning of structural glazing area, granite cladding, and removal of cobwebs in public toilets complexes monthly two times.
iv. Clearing and cleaning of dust bins atleast twice a day and washing of dust bins, if necessary. For this purpose, maintain wet, dry and sanitary waste collection bins separately as required under municipal regulations at toilets.
v. Cleaning, dusting, vacuuming and disinfecting of floors, walls and ceilings.
vi. Thorough washing of all toilets with chemicals, acids, detergents etc. once in a week.
vii. Dusting and cleaning of electrical fixtures like tube light fittings, ceiling and exhaust fans.
viii. The toilets and urinals shall be cleaned with standard quality acid continuously and kept hygienically without giving any scope for complaints.
ix. The staff has to wear uniform with name badge.

ANNEXURE B

Penal Clause:

Sl No	Particulars	Penalty
1	The licensee shall be responsible for	**a.** The licensee shall be liable to compensate for

	the maintenance of the toilet complex premises and for all omissions of all personnel assigned under the contract.	any loss arising out of theft/damage to materials, equipment, flooring and furniture etc. due to negligence, carelessness or any fault of their staff. **b.** The concerned bus station in-charge shall report the loss or damage/obtain the opinion of the Divisional Controller. On the basis of that, the estimated damage amount given shall be adjusted in the security deposit. If the estimated damage is more than the value of the security deposit, such additional amount shall be paid to the Licensor by the licensee. Otherwise, the licensor shall take further action by obtaining the approval of the Competent Authority regarding termination of the license agreement.
2.	Failure to maintain statutory records of staff assigned under the license agreement, underpayment/non-payment of wages	**a.** Notice will be issued for the first case. **b.** If the violation continues for a period of two months from the date of issue of the first notice, the Licensor shall have the right to terminate the license agreement and forfeit the security deposit.
3.	Additional charges levied by toilet users/complaints from passengers.	**a.** Fine of Rs.200/- will be imposed for each complaint confirmed by passengers/users/bus station officials. **b.** If the number of complaints increases, the Licensor reserves the right to terminate the license agreement and forfeit the security deposit.
4.	If other complaints are received, except for excessive charges.	**a**. Fine of Rs.200/- will be imposed for each complaint confirmed by passengers/users/bus station officials. **b.** If the number of complaints increases, the Licensor reserves the right to terminate the license agreement and forfeit the security deposit.
5.	Delay in payment of minimum wage, ESI, EPF, uniform and other statutory fees and remuneration to the deployed staff.	**a.** For first instance, the contractor will be fined Rs. 100/- per day of delay until the said amount is paid to the staff. **b.** If the violation is repeated for more than 3 months in a year, the Licensor reserves the right to cancel the contract and forfeit the security deposit.
6.	If less staffs are assigned than allocated.	**a.** To impose a fine of Rs.200/- per day on each staff for not assigned to duty. In addition to the fine, an amount equal to the daily remuneration payable to the staff for the number of days not assigned will be deducted from the amount payable to the contractor. **b.** If the staff shortage or absence continues for more than 07 days in a month, an additional penalty of Rs. 500/- per day will be imposed for each staff for not provided as allotted.

		c. If the absence or shortage of staff continues for more than 15 days in a month, the Licensor reserves the right to cancel the contract and forfeit the security deposit amount.
7.	Non-performance/non-use of machines.	**a.** A fine of Rs.200/- per machine for the first day. **b.** A fine of Rs.500/- per machine per day for the next two days. **c.** A fine of Rs.1,000/- per machine per day for the next seven days. If the problem continues for more than 10 days, the company reserves the right to terminate the contract and forfeit the security deposit.
8.	Complaint from passenger	**a.** A fine of Rs.200/- will be imposed per case based on the passenger complaint. **b.** If the numbers of complaints are high, the Licensor has the right to terminate the license agreement and forfeit the security deposit.